

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

DIRECT DIAL: (212) 751.3768
EMAIL: Gabrielle.Farina@tklaw.com

900 THIRD AVENUE • 20TH FLOOR
NEW YORK, NEW YORK 10022-4728
(212) 751-3001
FAX (212) 751-3113
www.tklaw.com

AUSTIN
DALLAS
DETROIT
FORT WORTH
HOUSTON
NEW YORK

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August 11, 2011

Via ECF

Honorable Allyne R. Ross
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Addendum for Completion
Nicole Gubin et al v. Ambit Energy, L.P., et al, No. CV-11-2483.

Dear Judge Ross,

Ms. Rainer's most recent pre-motion conference letter response, dated August 9, 2011, attaches an Arbitration Demand that Ambit Energy, L.P. filed with the American Arbitration Association on August 5, 2011. Ms. Rainer's attachment, however, omits three of the four referenced attachments in the Arbitration Demand.

The missing attachments were as follows: a copy of the parties' Arbitration Clause (Exh. 2) as set forth in the Independent Consultant Application and Agreement (Exh. 3) and Ambit's Policies and Procedures (Exh. 4).

In an effort to provide a complete copy for the Court's record, we have enclosed a complete copy of that Arbitration Demand and its four attachments with this letter.

Thank you for your consideration.

Sincerely,

/s/ Gabrielle E. Farina

Gabrielle E. Farina

Enclosure

cc: Flora Rainer, Esq. (*via email and ECF*)

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

ONE ARTS PLAZA
1722 ROUTH STREET • SUITE 1500
DALLAS, TEXAS 75201-2533
(214) 969-1700
FAX (214) 969-1751
www.tklaw.com

DIRECT DIAL: (214) 969-1355
EMAIL: Matthew.Mitzner@tklaw.com

AUSTIN
DALLAS
FORT WORTH
HOUSTON
NEW YORK

ALGIERS
LONDON
MEXICO CITY
MONTERREY
PARIS

August 5, 2011

Via Hand Delivery

Molly Bargaquest
Vice President, Case Management Center
American Arbitration Association
Two Galleria Tower
13455 Noel Road, Suite 1750
Dallas, TX 75240

Re: *Ambit Energy, L.P. v. Nicole Gubin and BH Seven, LLC.*
Arbitration No. _____;

Dear :

I have enclosed the original and two copies of the Arbitration Demand and a check for \$400.00 for the filing fee in connection with the above-referenced matter.

Please file one copy and return two file-stamped copies to me in the enclosed stamped, self-addressed envelope.

Thank you for your attention to this matter.

Sincerely,


Matthew M. Mitzner

MM:ws

Enclosures

cc: Flora Rainer, Esq. w/enclosures– *Via Certified Mail*, RRR No. 7009 1680 0000 6404 5723

AMERICAN ARBITRATION ASSOCIATION

AMBIT ENERGY, L.P.,	§	
	§	
CLAIMANT,	§	
	§	
vs.	§	ARBITRATION NO. _____ AAA
	§	
NICOLE GUBIN AND BH SEVEN, LLC,	§	
	§	
RESPONDENTS.	§	

ARBITRATION DEMAND

Pursuant to AAA Rule 4(a)(i), Claimant Ambit Energy, L.P. (“Ambit”) files this Demand for Arbitration against Nicole Gubin and BH Seven, LLC (collectively, “Respondents”) pursuant to the parties’ contractual Arbitration Clause. A Form Demand for Arbitration (Exhibit 1) and a copy of the parties’ Arbitration Clause (Exhibit 2) are attached pursuant to AAA Rule 4(a)(ii).

I. BACKGROUND

Plaintiff Nicole Gubin made and entered into an Independent Consultant Application and Agreement (hereinafter, “Consultant Agreement,” [Exhibit 3] and which is incorporated by reference]) with Ambit in July of 2007. The Consultant Agreement includes an arbitration provision and Ambit’s Policies and Procedures (Exhibit 4, and which is incorporated by reference), which the Consultant Agreement specifically refers to and incorporates therein. (Exh. 2, at ¶ 11) Ambit’s Policies and Procedures *also* include a binding arbitration provision. (Exh. 4, at § 9.2.2) In agreeing to the Consultant Agreement, Ms. Gubin also agreed to abide by and act in accordance with Ambit’s

Policies and Procedures, verifying she had received a copy of the same. (Exh. 2, at ¶ 3)

A dispute has arisen between Respondents¹ and Ambit concerning compensations that Respondents claim they are owed under the Consultant Agreement. Ms. Gubin and BH Seven, LLC subsequently brought suit in United States District Court for the Eastern District of New York—a dispute to which binding arbitration applies. (See Exh. 2)

II. REQUEST FOR DECLARATION THAT AMBIT IS NOT LIABLE AND RESPONDENTS ARE NOT OWED UNDER THE CONSULTANT AGREEMENT

A justiciable, real, and substantial controversy involving tangible interests about the rights of the parties exists, and a declaration would resolve the controversy. Accordingly, Pursuant to Chapter 37 of the TEXAS CIVIL PRACTICE & REMEDIES CODE (the Declaratory Judgment Act), Ambit seeks a judgment declaring and determining that Ambit is not liable and Respondents are not owed under the Consultant Agreement.

III. CONCLUSION

Thus, through arbitration, Ambit seeks a declaratory judgment stating that Ambit is not liable and Respondents are not owed in any way under the Consultant Agreement.

¹ According to Respondents' allegations, in October of last year, Ms. Gubin requested that her interests be transferred to BH Seven, LLC, thereby putatively involving BH Seven, LLC in the controversy between the parties.

DATE: August 8, 2011

Respectfully submitted,

THOMPSON & KNIGHT, LLP

By: _____

Stephen C. Rasch
Texas Bar No. 16551420
stephen.rasch@tklaw.com

Matthew M. Mitzner
Texas Bar No. 24068911
matthew.mitzner@tklaw.com


1722 Routh Street, Suite 1500
Dallas, Texas 75201
Tel. 214.969.1700
Fax 214.999.1751

ATTORNEYS FOR CLAIMANT
AMBIT ENERGY, L.P.

518218 000002 DALLAS 2770796.1

CERTIFICATE OF SERVICE

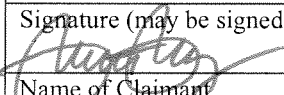
I hereby certify that a true and correct copy of the foregoing document has been served on all counsel of record by certified mail on this 8th day of August, 2011.

_____
Stephen C. Rasch



American Arbitration Association
Dispute Resolution Services Worldwide

**COMMERCIAL ARBITRATION RULES
DEMAND FOR ARBITRATION**

MEDIATION: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box. <input type="checkbox"/> There is no additional administrative fee for this service.					
Name of Respondent Nicole Gubin and BH Seven, LLC			Name of Representative (if known) Flora Rainer		
Address 160-20 79th Avenue			Name of Firm (if applicable) Law Office of Flora Rainer, Esq.		
			Representative's Address 7234 73rd Street		
City Flushing	State NY	Zip Code 11366-	City Glendale	State NY	Zip Code 11385-
Phone No. 347.804.6933		Fax No.	Phone No. 718.644.0214		Fax No. 718.821.3407
Email Address: freeenergy101@gmail.com			Email Address: FloraEsq2@aol.com		
The named claimant, a party to an arbitration agreement dated <u>July 2007</u> , which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.					
THE NATURE OF THE DISPUTE Claimant Ambit Energy, L.P. seeks a declaratory judgment that it is not liable and Respondents are not owed under the Independent Consultant Application and Agreement.					
Dollar Amount of Claim \$0.00			Other Relief Sought: <input type="checkbox"/> Attorneys Fees <input type="checkbox"/> Interest <input type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input checked="" type="checkbox"/> Other Declaration		
Amount Enclosed \$ <u>400.00</u> In accordance with Fee Schedule: <input checked="" type="checkbox"/> Flexible Fee Schedule <input type="checkbox"/> Standard Fee Schedule					
PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE: There shall be one arbitrator, an attorney with experience in business law transactions; there is a strong preference for an attorney knowledgeable in the direct selling industry.					
Hearing locale <u>Dallas, Texas</u> (check one) <input type="checkbox"/> Requested by Claimant <input checked="" type="checkbox"/> Locale provision included in the contract					
Estimated time needed for hearings overall: _____ hours or <u>2.00</u> days			Type of Business: Claimant <u>Consumer Energy Provider</u> Respondent <u>Consumer Energy Marketer</u>		
Is this a dispute between a business and a consumer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does this dispute arise out of an employment relationship? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If this dispute arises out of an employment relationship, what was/is the employee's annual wage range? Note: This question is required by California law. <input type="checkbox"/> Less than \$100,000 <input type="checkbox"/> \$100,000 - \$250,000 <input type="checkbox"/> Over \$250,000					
You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.					
Signature (may be signed by a representative) 		Date: 8.4.11	Name of Representative Stephen C. Rasch, Matthew M. Mitzner		
Name of Claimant Ambit Energy, L.P.			Name of Firm (if applicable) Thompson & Knight LLP		
Address (to be used in connection with this case) 1801 North Lamar Street, Suite 200			Representative's Address 1722 Routh Street, Ste. 1500		
City Dallas	State TX	Zip Code 75202-	City Dallas	State TX	Zip Code 75201-
Phone No.		Fax No.	Phone No. 214.969.1700		Fax No. 214.999.1751
Email Address:			Email Address: stephen.rasch@tklaw.com; matthew.mitzner@tklaw.com		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. Send the original Demand to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.					
Please visit our website at www.adr.org if you would like more information. Case Filing Services can be reached at 877-495-4185.					

EXHIBIT

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ARBITRATION CLAUSE PROVISION

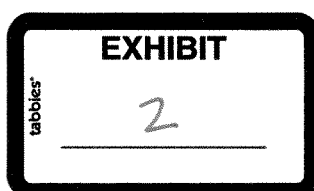
The following Arbitration Clause is set forth in the Independent Consultant Application and Agreement (Exhibit 3 to this filing):

9. This Agreement is governed under the laws of the State of Texas and shall be so governed without regard to any conflict of laws principles to the contrary. The parties agree that any claim, dispute or other difference between [Independent Consultants] and the Ambit Companies, or among [Independent Consultants] and the Ambit Companies, shall be effectively resolved by binding arbitration to occur at Dallas, Texas. For more information, please see Compliance Section as contained in Ambit's documented Policies and Procedures.

(Exh. 3, at ¶ 9) The above-listed, binding arbitration clause is also described in Ambit's Policies and Procedures:

9.2.2. Arbitration. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Consultants waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas, Texas. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies & Procedures shall prevent Ambit from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect Ambit's trade secrets and other intellectual property interests prior to, during or following the filing of any arbitration or other proceeding or pending the



rendition of a decision or award in connection with any arbitration or other proceeding.

(Exh. 4 to the filing, at § 9.2.2).

518218 000002 DALLAS 2771229.1

Ambit Marketing, L.P. Independent Consultant Application and Agreement v.011110

1. I, the undersigned applicant, am at least 18 years of age and therefore of legal age in the state in which this Agreement has been executed by me and understand that this Agreement is not binding until receipt and acceptance by Ambit at its home office in Dallas, Texas, I agree that my relationship with Ambit as an Independent Consultant ("IC") is that of a contracting Independent contractor and that I alone determine the nature and extent of my activities and hours. I am not an agent, legal Consultant, or employee of Ambit and I will not represent that I am otherwise to any third party. I understand that I may not make purchases or enter into any agreements that will bind Ambit or its suppliers in any way whatsoever. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.

2. I understand that I am not required to become an Ambit Energy customer in order to become an Ambit Independent Consultant. If I choose to become an Ambit Energy customer, I agree to abide by my Agreement with Ambit Energy ("My Ambit Energy Agreement") and pay for the electric services provided by Ambit Energy under My Ambit Energy Agreement. If I fail to pay for service Ambit Energy provided under My Ambit Energy Agreement, then Ambit Marketing, L.P. may in its sole discretion terminate this Independent Consultant Agreement and/or apply any compensation, including commissions, due to the complete satisfaction of the unpaid balance owed to Ambit Energy.

3. I acknowledge that I have received the Ambit Policies and Procedures. I agree to abide by and act in accordance with the Ambit Policies and Procedures which are incorporated into and make a part of this Agreement, together with all changes thereto. Ambit may provide Policies and Procedures, and Rules and Regulations for ICs, as well as modify its Compensation Plan and customer services and charges. Such Policies and Procedures, and Rules and Regulations, and Compensation Plan modifications, and customer services and charges, and all changes thereto, shall upon notice to IC, become a binding part of the Agreement. Publication of such changes online through Power Zone or by other means made generally available to ICs shall be deemed notice to all ICs. I agree that all expenses incurred arising out of the performance of the Agreement will be my sole responsibility.

4. I understand that I may not create audio or video recordings, develop materials, or place non-corporate-created/approved advertisements of any kind for use in soliciting or attracting customers and/or Independent Consultants without the express written permission of Ambit. Ambit shall periodically make various sales literature and/or promotion materials available. I, however, am under no obligation to purchase any quantities of those materials or literature at any time. Rather, I will have the option to order and purchase any sales literature or promotional materials, which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will incur the cost of shipping said materials to Ambit.

5. I agree that I will not divulge the business secrets of Ambit Energy, L.P., and Ambit Marketing, L.P., or any other Ambit-related entity (collectively, the "Ambit Companies"), to third persons, in whole or in part, nor shall I utilize such business secrets for any business or commercial purpose, alone or in conjunction with others. As used in the Agreement, the term "business secrets" shall include, but is not limited to, the following: the names and addresses of Ambit Independent Consultants and all the lists associated therewith; the present and planned products, services and pricing of the Ambit Companies; the present and future organizational, compensation and sales programs of such companies; and the financial information and data concerning officers, directors, employees and shareholders of such companies.

6. I understand this Agreement is non-transferable and that I will not authorize any person to act on my behalf or in my place without prior written consent from Ambit.

7. As an IC, I understand I am responsible for supporting ICs whom I sponsor. I agree to maintain monthly support to those ICs in my commissionable downline by way of any of the following, or combination thereof: personal contact, telephone communication, written communication and attendance at IC meetings.

8. I agree to indemnify and hold Ambit Energy, L.P., and Ambit Marketing, L.P., its shareholders, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement.

9. This Agreement is governed under the laws of the State of Texas and shall be so governed without regard to any conflict of laws principles to the contrary. The parties agree that any claim, dispute or other difference between ICs and the Ambit Companies, or among ICs and the Ambit Companies, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Dallas, Texas. For more information, please see Compliance Section as contained in Ambit's documented Policies and Procedures.

10. As an Ambit IC, I understand that my primary emphasis is to obtain energy customers who are not also ICs. I also understand that those customers must reach active status within specified time frames and remain active throughout the pay period as a condition of my receipt of commissions. I further understand and agree that the customers I enroll on Ambit service are deemed to be the customers of Ambit Energy, L.P., and not my own.

11. This Agreement, including the Ambit Policies and Procedures incorporated herein by reference, constitute the entire agreement between the parties hereto, and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Ambit.

12. Slamming is the unauthorized conversion of a customer's energy service from the current service provider to a new energy company. The slamming of a customer to Ambit's energy service is prohibited by Ambit as set forth herein and in accordance with Ambit's Policies and Procedures, and will result in the immediate termination if the IC and forfeiture of all commissions and other payments. If it is determined that the IC is guilty of slamming, immediate termination as an Ambit Consultant will occur and such IC shall indemnify and hold harmless Ambit from any liability resulting there from.

13. I hereby acknowledge and agree to fully explain the ten (10) day cancellation policy to each potential customer of Ambit's products and/or services prior to selling such products and/or services to such customer, as required. This policy only applies to customers that choose to "switch" service from their existing provider. Customers that establish new service will not be able to cancel their orders.

14. I understand that I will be eligible to receive compensation from Ambit as described in the Ambit Compensation Plan and it may be changed. I understand the only commissionable events for Ambit Consultants are for end-user customer product and services sales as defined by Ambit. Commissions are not paid solely for sponsoring a Consultant, specific eligibility requirements apply, as outlined in the Ambit Compensation Plan.

15. I may terminate the Agreement for any reason, at any time, by giving Ambit not less than 30 days written notice at its address listed on the front of this form. Ambit may terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement.

16. All correspondence should be sent to Ambit Energy, L.P., 1801 North Lamar Street, Suite 200, Dallas, Texas 75202, Attention: Consultant Support.

17. I represent and affirm to Ambit that I have not received any representation or statement from Ambit or any other person, upon which I have relied in entering into this Agreement, to the effect: that the business may, can, or will generate income, or be profitable; that new markets and services will be available in the future; or that Ambit will reimburse any financial loss which may occur. Further, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other ICs is easy to secure or retain or that substantially all ICs will succeed.

18. I agree that during the term of this Agreement, I will not, directly or indirectly, sell to or solicit energy services or other products or services offered by Ambit through any person or entity other than that specifically designated or approved in writing by Ambit. I further agree that I will not, during my relationship with Ambit and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of Ambit whether or not I originally procured or brought such customer to Ambit (such activities are collectively referred to herein as "Solicitation"). I understand that such non solicitation prohibition shall be strictly enforced and that Ambit shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to Ambit which, I in turn, receive. I further agree that during the term of this Agreement and for a period of one (1) year thereafter, I will not enter into a direct marketing relationship with any company for the purpose of attracting customers and/or Independent Consultants with whom I have a prior relationship. Violation of this covenant and condition will result in forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.

19. I may cancel this transaction, without penalty or obligation, for a full refund, within three (3) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date this Agreement is submitted to Ambit for processing. I understand that if I cancel after the three (3) day period, I am not entitled to a refund. If I cancel, I must return at my own expense the MC Kit and any other literature or materials I have received from Ambit in usable condition. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to Ambit a signed, dated copy of a Notice of Cancellation to: Ambit Energy, L.P., 1801 North Lamar Street, Suite 200, Dallas, Texas 75202.

20. As an Ambit IC and without further consideration or compensation, I consent to the use (full or in part) of my name, voice, image, likeness, and any and all attributes of my personality in any marketing or promotional material created or used in connection with Ambit products and services, or the Ambit Independent Consultant Opportunity, and each such item of marketing or promotional material will be considered a "work" for purposes of this agreement. I irrevocably assign to Ambit any and all claims of copyright I may have in and to such works, and the exclusive and perpetual right throughout the world to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license, transfer, modify, and create derivative works from such works in any media or format, now known or unknown, for any purpose whatsoever. I waive any right to inspect or approve such work. I hereby indemnify and hold harmless Ambit, its legal representatives and assigns, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, now known or unknown, in law or in equity, based upon or arising out of such works or this agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, copyright infringement. This agreement will be binding upon me, my heirs, assigns, and assigns.

EXHIBIT

3

Policies & Procedures

SECTION 1: CODE OF ETHICS

Ambit Energy, L.P., and Ambit Marketing, L.P. ("Ambit" or the "Company"), is guided by core principles established by our founders that emphasize integrity, excellence, commitment and enthusiasm in all that we do. Everything we do is based on our commitment to improve the lives of our customers, employees and Independent Consultants ("Consultants"). We want Consultants who will embrace these values with us. Therefore, we insist that Consultants operate within the following Code of Ethics, which are part of, and form the foundation of, the Policies & Procedures.

1.1: Integrity and Responsibility

Consultants will conduct themselves with integrity and responsibility and will make the Golden Rule of "do unto others as you would have them do unto you" as the cornerstone on which they build their business.

1.2: Deceptive and Unlawful Practices

Consultants will uphold the values of Ambit and will not engage in any deceptive, unlawful or unethical consumer or recruiting practice that may be detrimental or reflect poorly on Ambit, the network marketing industry or themselves. Consultants will support and advocate the Policies & Procedures and will respect the spirit and intent in which they were written.

1.3: Honesty in Representing the Ambit Opportunity

Consultants will familiarize themselves with Ambit's Compensation Plan and energy service and will represent those to their customers and prospective Independent Consultants realistically and without misleading or providing false expectations. Any claims, representations or statements

Consultants make regarding Ambit will be those included in the Ambit literature.

1.4: Downline Support

Consultants will, to the best of their ability, accept and fulfill their responsibilities to train, motivate, support and encourage all Independent Consultants who join their sales organization. Consultants will treat their business like any other prestigious enterprise and will fulfill commitments they make to their customers, their fellow Consultants and to employees of the company.

1.5: Adherence with Laws

Consultants will abide by local, state and federal laws that govern their independent business. Consultants understand that it is their responsibility to comply with these laws, the laws of their industry and with Ambit's Policies & Procedures as they may be amended from time to time.

1.6: Compliance With Code of Ethics

Consultants will uphold this Code of Ethics and recognize that its success will require diligence to create awareness among all of Ambit's Independent Consultants. Consultants will not, in any way, attempt to persuade, induce or coerce another party to breach this Code. Any such action is considered a violation of this Code and thereby a violation of Ambit's Policies & Procedures.

SECTION 2: INTRODUCTION

2.1: Policies and Compensation Plan Incorporated into Consultant Agreement

These Policies & Procedures, in their present form and as amended at the sole discretion of Ambit Marketing, L.P. (hereafter "Ambit" or the "Company"), are incorporated into, and form an integral part of, the Ambit

EXHIBIT

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Consultant Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Ambit Consultant Application and Agreement, these Policies & Procedures, the Ambit Compensation Plan, and the Ambit Business Entity Application (if applicable). These documents are incorporated by reference into the Ambit Consultant Agreement (all in their current form and as amended by Ambit). It is the responsibility of each Consultant to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies & Procedures. When sponsoring or enrolling a new Consultant, it is the responsibility of the sponsoring Consultant to ensure that the applicant is provided with, or has online access to, the most current version of these Policies & Procedures and the Ambit Compensation Plan prior to his or her execution of the Consultant Agreement.

2.2: Purpose of Policies

Ambit is a direct sales company that markets its products through Independent Consultants. It is important to understand that your success and the success of your fellow Consultants depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Consultants and Ambit, and to explicitly set a standard for acceptable business conduct, Ambit has established the Agreement.

Ambit Consultants are required to comply with all of the Terms and Conditions set forth in the Agreement which Ambit may amend at its sole discretion from time to time, as well as all federal, state, and local laws governing their Ambit business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor,

and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or Ambit.

2.3: Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, Ambit reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Consultant Agreement, a Consultant agrees to abide by all amendments or modifications that Ambit elects to make. Amendments shall be effective upon notice to all Consultants that the Agreement has been modified. Notification of amendments shall be published in official Ambit materials. The Company shall provide or make available to all Consultants a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (email); (3) inclusion in Company periodicals; (4) inclusion in product bonus checks; or (5) special mailings. The continuation of a Consultant's Ambit business or a Consultant's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4: Delays

Ambit shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

2.5: Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or

POLICIES & PROCEDURES

D.3

portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.6: Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Ambit to exercise any right or power under the Agreement or to insist upon strict compliance by a Consultant with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Ambit's right to demand exact compliance with the Agreement. Waiver by Ambit can be effectuated only in writing by an authorized officer of the Company. Ambit's waiver of any particular breach by a Consultant shall not affect or impair Ambit's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Consultant. Nor shall any delay or omission by Ambit to exercise any right arising from a breach affect or impair Ambit's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Consultant against Ambit shall not constitute a defense to Ambit's enforcement of any term or provision of the Agreement.

SECTION 3: BECOMING A CONSULTANT

3.1: Requirements to Become a Consultant

To become an Ambit Consultant, each applicant must:

- 3.1.1.** Be of the age of majority in his or her state of residence;
- 3.1.2.** Reside in the United States or U.S. Territories or country that Ambit has officially announced is open for business;
- 3.1.3.** Have a valid Social Security or Federal Tax ID number;
- 3.1.4.** Submit a properly completed Consultant Application and Agreement to Ambit.

3.2: No Product Purchase Required

No person is required to purchase Ambit services to become a Consultant. In order to familiarize new Consultants with Ambit products, services, sales techniques, sales aids, and other matters, the Company recommends that they purchase a Starter Kit. Ambit will repurchase resalable kits from any Consultant who terminates his or her Consultant Agreement pursuant to the terms of Section 8.2.

3.3: Second-Party Purchase of the Optional Ambit Support and Services Program

Ambit strictly prohibits the purchase of the optional Support and Services Program by anyone other than the Consultant receiving that package. Purchase of the optional Support and Services Program for a Consultant by a second party (including his/her sponsor or any other Consultant) may result in termination of either or both party's positions from Ambit's program. No Consultant may lend or advance money to a prospect in order to pay for the optional Support and Services Program to begin the business or to promise reimbursement of any kind to the prospective Consultant. A Consultant who purchases the optional Management Services Program via a Personal Website must pay with his/her own credit card.

3.4: Consultant Benefits

Once a Consultant Application and Agreement has been accepted by Ambit, the benefits of the Compensation Plan and the Consultant Agreement are available to the new Consultant. These benefits include the right to:

- 3.4.1.** Sell Ambit products and services;
- 3.4.2.** Participate in the Ambit Compensation Plan (receive bonuses and commissions, if eligible);
- 3.4.3.** Sponsor other individual Consultants into the Ambit business and thereby build a marketing organization and progress through the Ambit Compensation Plan;

3.4.4. Receive periodic Ambit literature and other Ambit communications;

3.4.5. Participate in Ambit-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and

3.4.6. Participate in promotional and incentive contests and programs sponsored by Ambit for its Consultants.

3.5: Term and Renewal of Your Ambit Business

A Consultant's Ambit Agreement will remain in force so long as: (a) the Consultant does not voluntarily cancel his or her Consultant agreement, (b) become involuntarily cancelled, or (c) become cancelled for inactivity.

SECTION 4: OPERATING AN AMBIT BUSINESS

4.1: Adherence to the Ambit Compensation Plan

Consultants must adhere to the terms of the Ambit Compensation Plan as set forth in official Ambit literature. Consultants shall not offer the Ambit opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Ambit literature. Consultants shall not require or encourage other current or prospective customers or Consultants to participate in Ambit in any manner that varies from the program as set forth in official Ambit literature. Consultants shall not require or encourage other current or prospective customers or Consultants to execute any agreement or contract other than official Ambit agreements and contracts in order to become an Ambit Consultant. Similarly, Consultants shall not require or encourage other current or prospective customers or Consultants to make any purchase from, or payment to, any individual or other entity to participate in the Ambit Compensation Plan other than those purchases or payments identified as recommended or required in official Ambit literature.

4.2: Advertising

4.2.1. GENERAL. All Consultants shall safeguard and promote the good reputation of Ambit and its products. The marketing and promotion of Ambit, the Ambit Opportunity, the Compensation Plan, and Ambit products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.2.2. USE OF COMPANY-PRODUCED ADVERTISING MATERIALS ONLY. To promote both the products and services, and the tremendous opportunity Ambit offers, Consultants must use only the sales tools and support materials approved by Ambit in writing. Accordingly, Consultants must not use any of their own literature, advertisements, sales tools and promotional materials, or web pages, in promoting Ambit's services or the Ambit business unless they first submit it to Ambit in writing and receive specific written approval for its use.

4.2.3. CONSULTANT WEBSITES. All Ambit Consultants are eligible to subscribe to an Ambit Personal Website. The Ambit Personal Website is a personalized online store through which Ambit Consultants may promote and market Ambit's services and recruit other Ambit Consultants over the Internet. Consultant Personal Website Addresses (URLs) and all subdomains of a Personal Website address are wholly owned by Ambit. Ambit reserves the right to limit advertising of its websites. Only approved advertising and online promotional tools may be used.

4.2.4. INDEPENDENTLY PRODUCED WEBSITES. Ambit allows its Independent Consultants to place approved advertising on the Internet to promote the Ambit Opportunity, Ambit services and designated Ambit websites only. However, any Websites (or URLs designating these websites) on which such advertisements or links are placed may not be obscene,

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pornographic or otherwise deemed harmful to Ambit's reputation as determined by Ambit at its sole discretion. Additionally, URLs of websites used for advertising the Ambit Opportunity, Ambit products and services and designated Ambit websites may not contain any term that is a trademark, service mark, copyright, or that violates any other proprietary right held by another. Approved advertising includes only those advertising tools made available to Ambit Consultants through Power Zone. Ambit prohibits the use of unapproved online advertising to promote the Ambit Opportunity, Ambit products and services or any Ambit website address (URL) or subdomain of an Ambit URL.

Other than through an Ambit-provided Consultant Personal Website, Ambit Consultants are prohibited from using websites to take orders for the Ambit Opportunity or for Ambit products and services.

4.2.5. LINKS TO AN AMBIT WEBSITE.

Personal website subscribers are granted a limited, non-exclusive right to create a hypertext link to the subdomain provided by Ambit that designates the Consultant's personal store (example: www.<uniqueusername>.goambit.com/), provided such link does not portray Ambit and/or its affiliates or any of their respective products and services in a false, misleading, derogatory or otherwise defamatory manner. Also, a Consultant cannot create an impression that any subdomain is part of his or her own or other non-Ambit-maintained site. This limited right may be revoked at any time. Frames or framing techniques cannot be used to enclose any Ambit trademark, logo, or proprietary information, including the images found at this website and the content of any text of the layout/design of any page or form contained on a page without Ambit's express written consent. Ambit Consultants cannot send any unsolicited mail (mail to people who have not signed up on a mailing list), which

includes the address of any resources on Power Zone.

Except as noted above, Ambit Independent Consultants are not conveyed any patent, trademark, copyright, or proprietary right of Ambit Marketing, L.P., any of its affiliated companies or any third party.

4.2.6. BANNER ADVERTISING. From time to time Ambit makes banner ads and other online advertising tools available to Ambit Consultants through Power Zone. These tools may be used by Ambit Consultants to promote Ambit services and the Ambit Opportunity as they are intended and as Consultants are directed to use them in Power Zone. As with any Ambit online promotions, these tools may not be placed on websites or linked to websites or URLs that are obscene, pornographic or otherwise deemed harmful to Ambit's reputation as determined by Ambit at its sole discretion.

4.2.7. DOMAIN NAMES. Consultants may not use or attempt to register any of Ambit's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name.

4.2.8. TRADEMARKS AND COPYRIGHTS.

Ambit will not allow the use of its trade names, trademarks, designs, or symbols by any person, including Ambit Consultants, without its prior, written permission. Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from Ambit nor may Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

4.2.9. MEDIA AND MEDIA INQUIRIES.

All media relations efforts must be coordinated through the Ambit Public Relations Department (1-214-270-1900). Any Consultant who is contacted by the media or wishes to contact the media

must first contact an Ambit Public Relations representative before taking any action and/or issuing any statement. Any communications with TV, radio and print media should first be approved by Ambit Public Relations.

4.2.10. UNSOLICITED EMAIL. Ambit does not permit Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Consultant that promotes Ambit, the Ambit opportunity, or Ambit products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Consultant's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If a Consultant receives an opt-out request from a recipient of an email, the Consultant must forward the opt-out request to the Company.

Ambit may periodically send commercial emails on behalf of Consultants. By entering into the Consultant Agreement, Consultant agrees that the Company may send such e-mails and that the Consultant's physical

and email addresses will be included in such emails as outlined above. Consultants shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.11. UNSOLICITED FAXES. Except as provided in this section, Consultants may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Ambit businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called using a random or sequential number generator; and (b) to dial such numbers. The terms "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting Ambit, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Consultant has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Consultant and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Consultant; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.3: Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Consultant Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Consultant or customer; (c) the enrollment or attempted enrollment

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of non-existent individuals or entities as Consultants or customers ("phantoms"); (d) Purchasing Ambit products or services on behalf of another Consultant or customer, or under another Consultant's or customer's I.D. number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.

4.4: Business Entities

4.4.1. CORPORATIONS. To become a new Consultant as a corporation or to change the status of the corporation, you must provide Ambit with the following:

- Completed Consultant Agreement completed by an authorized officer of the corporation.
- A copy of the corporate Articles of Incorporation which has been file-stamped by the Secretary of State in the state of incorporation.
- Full name, address and Social Security number of (1) each shareholder of the corporation who owns more than 5% of the outstanding stock of the corporation; (2) each officer of the corporation; and (3) each director of the corporation. A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the corporation.
- A copy of the corporate resolution authorizing the corporation to enter into the Consultant Agreement.
- Letter of designation from the corporation designating one individual, who must be at least 18 years of age, as the responsible party for the corporation's operations and sales.

If an active Consultant desires to change the status from that of an individual Consultant

to that of a corporate Consultant, the Consultant must use the Sale/Transfer Form available online through Power Zone. See "Sale/Transfer of Consultant Position" under "Consultant Rights and Obligations" for more details.

It is not permissible for stockholders, officers and directors of the corporation applying as a Consultant corporation to have been Ambit Consultants, (1) as individuals, or (2) as members of a Consultant partnership, or (3) as a stockholder, officer or director of another Consultant corporation, or (4) as a trustee or a beneficiary of a Consultant trust, within six calendar months preceding the execution of the Consultant Agreement.

4.4.2. PARTNERSHIPS. To become a new Consultant as a partnership or to change the status of the partnership, you must provide Ambit with the following:

- A completed Consultant Agreement;
- A copy of the partnership agreement executed by all partners;
- Full name, address and Social Security number of each partner;
- A copy of the official notification from the Internal Revenue Service issuing the FEIN for the partnership;
- A copy of the consent of the partnership to enter into the Consultant Agreement with Ambit; and
- A letter of designation from the partnership designating one individual, who must be at least 18 years of age, as the responsible party for the partnership's operations.

It is not permissible for any partner applying as a Consultant partnership to have been an Ambit Consultant (1) as an individual, or (2) as a partner of another Consultant

partnership, or (3) as a stockholder, officer or director of an Consultant corporation, or (4) as a trustee or a beneficiary of an Consultant trust, within six calendar months preceding the execution of the Consultant Agreement.

4.4.3: TRUSTS. To become a new Consultant as a trust or to change the status of the Consultant position to a trust, you must provide Ambit with the following:

- Completed Consultant Agreement signed by all trustees of the trust.
- A complete copy of the trust agreement.
- Full name, address and Social Security number of all trustees and beneficiaries.
- A copy of the official notification from the Internal Revenue Service issuing the FEIN for the trust.
- Letter of designation from the trustees designating one individual, who must be at least 18 years of age, as the responsible party for the trust's operations and sales.

If an active Consultant desires to change status from that of an individual Consultant to that of a trust Consultant, the Consultant must use the Sale/Transfer Form available online through Power Zone. See "Sale/Transfer of Consultant Position" under "Consultant Rights and Obligations" for more details.

It is not permissible for any trustee or beneficiary of a trust applying as an Consultant trust to have been an Ambit Consultant (1) as an individual, or (2) as a partner of an Consultant partnership, or (3) as a stockholder, officer or director of a Consultant corporation, or (4) as a trustee or a beneficiary of another Consultant trust, within six calendar months preceding the execution of the trust Consultant agreement.

4.4.4: BUSINESS ENTITY TRANSFERS MAY NOT RESULT IN SPONSOR

CHANGES. To prevent the circumvention of Section 4.24 (regarding transfers and assignments of Ambit business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Consultant Application and Agreement. If the original Consultant wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 4.24. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Consultant. All bonus and commission checks will be sent to the address of record of the original Consultant.

Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below.

4.5: Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Consultants, Ambit prohibits changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Consultant and marketing organization. Accordingly, the transfer of an Ambit business or customer account from one sponsor to another is not permitted unless the Consultant or customer voluntarily cancels his or her Ambit business or service and/or remains inactive (i.e., no purchases of Ambit services, no sales of Ambit services, no sponsoring, no attendance at any Ambit functions, participation in any other form of Consultant activity, no commissions earned or operation of any other Ambit business) for six full calendar months. Following the six-month period of inactivity, the former Consultant or customer may reapply under a new sponsor.

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In cases in which an improper sponsor change has occurred, Ambit reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST AMBIT THAT RELATE TO OR ARISE FROM AMBIT'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

4.6: Unauthorized Claims

4.6.1: INDEMNIFICATION. A Consultant is fully responsible for all of his or her verbal and written statements made regarding Ambit products, services, and the Compensation Plan that are not expressly contained in official Ambit materials. Consultants agree to indemnify Ambit and Ambit's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Ambit as a result of the Consultant's unauthorized representations or actions. This provision shall survive the termination of the Consultant Agreement.

4.6.2: INCOME CLAIMS. In their enthusiasm to enroll prospective Consultants, some Consultants are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counter-productive because new Consultants may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Ambit, we firmly believe that the Ambit income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Consultants may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Ambit as well as the Consultant making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Ambit Consultants do not have the data necessary to comply with the legal requirements for making income claims, a Consultant, when presenting or discussing the Ambit opportunity or Compensation Plan to a prospective Consultant, may not make income projections, income claims, or disclose his or her Ambit income (including the showing of checks, copies of checks, bank statements, or tax records).

4.6.3: PRODUCT CLAIMS. Consultants are prohibited from making any claim regarding Ambit Energy products that deviates from the product's terms, pricing, and conditions.

4.6.4: CLAIMING TO BE CUSTOMER.

Consultants are strictly prohibited from holding themselves out as the customer. Consultants shall neither perform third-party verification ("TPV") for the customer nor interfere with TPV by guiding customer's answers or remaining on the line during the recorded TPV call. Consultants shall not complete enrollment for the customer, sign documents for the customer, or act on behalf of the customer.

4.7: Trade Shows, Expositions and Other Sales Forums

Consultants may display and/or sell Ambit services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Consultants must contact Consultant Support in writing for conditional approval.

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4.8: Conflicts of Interest**4.8.1. NONSOLICITATION.**

Ambit Consultants are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Consultants may not directly or indirectly recruit other Ambit Consultants or customers for any other network marketing business.

Following the cancellation of a Consultant's Independent Consultant Agreement, and for a period of one year thereafter, with the exception of a Consultant who is personally sponsored by the former Consultant, a former Consultant may not recruit any Ambit Consultant or Customer for another network marketing business. "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Ambit Consultant or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Consultants and the Company recognize that because network marketing is conducted through networks of independent contractors broadly dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Consultants and Ambit agree that this non-solicitation provision shall apply throughout the United States.

4.8.2. SALE OF COMPETING ENERGY

SERVICES. Consultants must not sell, or attempt to sell, any non-Ambit energy related programs, products or services to Ambit customers or Consultants.

4.8.3. CONSULTANT PARTICIPATION IN OTHER DIRECT SELLING PROGRAMS.

If a Consultant is engaged in other non-Ambit direct selling programs, it is the responsibility of the Consultant to ensure that his or her Ambit business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Consultants shall not display Ambit promotional material, sales aids, products or services with or in the same location as any non-Ambit promotional material or sales aids, products or services.
- Consultants shall not offer the Ambit opportunity, products or services to prospective or existing customers or Consultants in conjunction with any non-Ambit program, opportunity, product or service.
- Consultants may not offer any non-Ambit opportunity, products, services or opportunity at any Ambit-related meeting, seminar or convention, or within 2 hours and a 5-mile radius of the Ambit event. If the Ambit meeting is held telephonically or on the Internet, any non-Ambit meeting must be at least two hours before or after the Ambit meeting, and on a different conference telephone number or Internet address from the Ambit meeting.

4.8.4. DOWNLINE ACTIVITY

(GENEALOGY) REPORTS. Consultant access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Ambit. Downline Activity Reports are provided to Consultants in strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Downline Organizations in the development of their Ambit business. Consultants should use their Downline

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Activity Reports to assist, motivate, and train their downline Consultants. The Consultant and Ambit agree that, but for this agreement of confidentiality and nondisclosure, Ambit would not provide Downline Activity Reports to the Consultant.

A Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

4.8.4.1. Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;

4.8.4.2. Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;

4.8.4.3. Use the information to compete with Ambit or for any purpose other than promoting his or her Ambit business;

4.8.4.4. Recruit or solicit any Consultant or Customer of Ambit listed on any report, or in any manner attempt to influence or induce any Consultant or preferred Customer of Ambit, to alter their business relationship with Ambit; or

4.8.4.5. Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Consultant will return the original and all copies of Downline Activity Reports to the Company.

4.9: Targeting Other Direct Sellers

Ambit does not condone Consultants specifically or consciously targeting the sales force of another direct sales company to sell Ambit products or to become Consultants for Ambit, nor does Ambit condone Consultants' solicitation or enticement of members of the sales force

of another direct sales company to violate the terms of their contract with such other company. Should Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Ambit will not pay any of Consultant's defense costs or legal fees, nor will Ambit indemnify the Consultant for any judgment, award, or settlement.

4.10. Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual who or entity that already has a current customer or Consultant Agreement on file with Ambit, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Consultants shall not demean, discredit or defame other Ambit Consultants in an attempt to entice another Consultant to become part of the first Consultant's marketing organization. This policy shall not prohibit the transfer of an Ambit business in accordance with Section 4.5.

If cross-sponsoring is discovered, it must be brought to the Company's attention immediately. Ambit may take disciplinary action against the Consultant that changed organizations and/or those Consultants who encouraged or participated in the cross-sponsoring. Ambit may also move all or part of the offending Consultant's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, Ambit is under no obligation to move the cross-sponsored Consultant's downline organization, and

the ultimate disposition of the organization remains within the sole discretion of Ambit. Consultants waive all claims and causes of action against Ambit arising from or relating to the disposition of the cross-sponsored Consultant's downline organization.

4.11. Slamming

Consultants must never switch, or attempt to switch, any individual or entity to Ambit Energy's services unless the person has authorized the transfer by signing a Letter of Authorization (LOA) consenting to change their service to Ambit's service.

4.12. Contacting Suppliers

Under no circumstances may a Consultant contact any Ambit supplier of energy service or other Ambit supplier of services without prior written authorization from an authorized officer of Ambit Energy. Further, under no circumstances may a Consultant directly contact a competitive energy provider on behalf of Ambit or in connection with any Ambit business without receiving prior written authorization from an authorized officer of Ambit.

4.13. Errors or Questions

If a Consultant has questions about or believes any errors have been made regarding commissions, bonuses, downline activity reports, or charges, the Consultant must notify Ambit in writing within 60 days of the date of the purported error or incident in question. Ambit will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.14. Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants shall not represent or imply that Ambit or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.15. Identification

Every Ambit Independent Consultant will be assigned a unique identification number "code" which will become their identification number and will be used in all correspondence. Every Ambit identification number must have a corresponding tax ID number provided by the Consultant during the application process. Only Social Security numbers or FEINs issued by the Social Security Administration or Internal Revenue Service, for use by the individual or organization filling out the Consultant Agreement, will be accepted. Providing false or invalid Social Security numbers or FEINs to Ambit will subject a Consultant to termination. All identification numbers will be kept strictly confidential, except where properly and legally required.

4.16. Naming Your Independent Consultant Business

The name of a Consultant position is determined by the name identified on the Consultant Agreement. No other name may be used in conjunction with a Consultant business. To alter the Consultant name (including the addition or deletion of a spouse, a change in last name, creating a D.B.A. "Doing Business As," or any other name change) the Sale/Transfer Packet must be used. In these cases, the \$45 administrative fee will be waived. Using a name other than the one appearing on the Consultant account is strictly prohibited.

4.17. Income Taxes

Each Consultant is responsible for paying local, state, and federal taxes on any income generated as an Independent Consultant. If an Ambit business is tax exempt, the Federal tax identification number must be provided to Ambit. Every year, Ambit will provide an IRS Form 1099-misc (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

4.18. Independent Contractor Status

Consultants are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between Ambit Energy, L.P., and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Consultant. A Consultant shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Consultants are responsible for paying local, state and federal taxes due from all compensation earned as a Consultant of the Company. The Consultant has no authority (expressed or implied), to bind the Company to any obligation. Consultants shall not hold themselves out as an employee or affiliate of Ambit Marketing, L.P., Ambit Energy, L.P., or any subsidiaries or related Ambit Marketing or Ambit Energy entities. Each Consultant shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Consultant Agreement, these Policies and Procedures, and applicable laws.

The name of Ambit and other names as may be adopted by Ambit are proprietary trade names, trademarks and service marks of Ambit. As such, these marks are of great value to Ambit and are supplied to Consultants for their use only in an expressly authorized manner. Use of the Ambit name on any item not produced by the Company is prohibited except as follows:

- Consultant's Name
- Independent Ambit Consultant
- Ambit's corporate address
- Ambit's corporate phone number

All Consultants may list themselves as an "Independent Ambit Consultant" in the white or yellow pages of the telephone directory under their own name using only your personal email address, personal website and personal contact information. Consultants are prohibited from listing any and all Ambit Energy or Ambit Marketing

contact information in any directory. No Consultant may place telephone directory display ads using Ambit's name or logo. Consultants may not answer the telephone by saying "Ambit," "Ambit Incorporated," or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Ambit.

4.19. Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's policy.

4.20. Adherence to Laws and Ordinances

Consultants shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Consultants because of the nature of their business. However, Consultants must obey those laws that do apply to them. If a city or county official tells a Consultant that an ordinance applies to him or her, the Consultant shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Ambit. In most cases there are exceptions to the ordinance that may apply to Ambit Consultants.

4.21. Minors

A person who is under the age of 18 may not be an Ambit Consultant. Consultants shall not enroll or recruit minors into the Ambit program.

4.22. Family Businesses**4.22.1. ONE AMBIT BUSINESS PER**

COUPLE. Ambit permits a husband and wife, regardless of where each lives, to operate only one position in Ambit, unless

each individual is sponsored by the same Consultant, or unless each individual had a separate Consultant position prior to marriage. A husband and wife, by operating as a single Consultant, represent to Ambit that each of them (1) is bound by the terms of the Consultant Agreement and these Policies and Procedures; (2) is responsible for any and all conduct by his or her spouse even though only one spouse is designated as a Consultant; and (3) understands that if the spouse of any Consultant acts in a manner that would be a violation of the Consultant Agreement and/or these Policies and Procedures, such violation will be attributed to the Consultant position, and thus to both the husband and wife.

4.22.2 FAMILY MEMBERS WITHIN THE SAME HOUSEHOLD.

All Consultants and their children, siblings, parents and in-laws residing in the same household may, at the time one or more of them is being sponsored, have the same sponsor or may have one Ambit business. By way of example, a parent and adult child living in the same home may operate one Consultant position or may sign up under the same sponsor. Similarly, if spouses do not elect to operate as a single Consultant, each spouse must sign up under the same sponsor.

4.22.3. ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS.

If any member of a Consultant's immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and Ambit may take disciplinary action pursuant to the Statement of Policies against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Ambit may take disciplinary action against the entity.

4.23. Customers Without a Designated Consultant

A Consultant may claim a customer who lacks a designated Consultant when all three of the following criteria are met: (i) the Consultant can provide the name and Ambit account number of the customer; (ii) the customer's enrollment date is no more than 30 days prior to the Consultant's start date; and (iii) the customer is in Preverify, Pending or Active status. Only the sponsoring Consultant may claim an orphan customer. Customers sponsored by cancelled ICs are not considered orphans and will not be transferred to another Consultant. Under no circumstances will a customer in cancelled status be transferred to another Consultant.

4.24. Sale, Transfer or Assignment of Ambit Business

Subject to Ambit's prior review and approval, which approval Ambit may grant at its sole option and discretion, a Consultant may sell or transfer his/her Consultant position to an individual, partnership, trust or corporation. A sale will be defined as a change in which the individual(s) selling the Consultant position no longer maintain(s) a financial interest in the Consultant position upon completion of the sale. A transfer will be defined as a change in name and/or identification number in which the Consultant still retains any financial interest in the Consultant position upon completion of the transfer. Some examples of transfers are: transfer from one spouse to the other spouse; transfer from an individual to a corporation; trust or partnership or vice versa, in which the transferor or any individuals having an interest therein still retains a financial interest; transfer from Social Security number to FEIN or vice versa. In all cases, the transferor retains a financial interest/ownership interest after the transfer. The review and approval process will not begin until Ambit has received all of the documentation required in accordance with the requirements set forth in the Position

Sale/Transfer Packet, including a check or money order for the applicable processing fees from the Consultant who is selling or transferring the position. Processing fees are determined by the level of promotion the Consultant position has achieved at the time of the sale/transfer and are to be paid by the seller or transferor to Ambit. There is a \$45.00 processing fee that must be paid by the transferor, and an additional \$45.00 processing fee that must be paid by the transferee.

Ambit reserves the right, at its sole option and discretion, to determine a sale versus a transfer. A Sale/Transfer Form can be obtained online by downloading it from Power Zone. Ambit will not approve any sale or transfer of a Consultant position for which Ambit receives a Notice of Levy from the Internal Revenue Service or a court-ordered garnishment (e.g., child support) against the transferring position. Ambit will also revoke any sale or transfer of a Consultant position that occurs within a 60-day period in which Ambit receives a Notice of Levy from the Internal Revenue Service or a court-ordered garnishment. Ambit also will not approve any sale or transfer of a Consultant position that involves a Consultant currently under investigation. Once the sale or transfer of a position has been completed, the transferring Consultant may not operate another Consultant position for six months from the date of the sale or transfer.

4.25. Separation of an Ambit Business

4.25.1. DIVORCE. Should a married couple operating a single Consultant position divorce, they must provide Ambit with (1) a certified copy of the final decree of divorce that sets forth ownership of the Consultant position; (2) a completed Sale/Transfer Form dated no later than ten (10) business days after the date of the final decree of divorce, and (3) a \$45 nonrefundable check or money order for processing fees. Until Ambit receives proper documentation, the Consultant position will retain its pre-

divorce ownership and no changes to the Consultant position will be implemented.

4.25.2. BUSINESS ENTITY

DISSOLUTION. Upon the dissolution of a business entity (trust, partnership, corporation, etc.), the owners of the business entity shall provide Ambit with written instruction on who shall be the proper party(s) to continue to operate the business, and a \$45.00 processing fee shall apply. The written instruction shall be signed by all owners, shareholders, partners, or trustees, and all signatures shall be notarized.

4.25.3. NO COMMISSION OR DOWNLINE

DIVISION. Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Ambit split commission and bonus checks between divorcing spouses or members of dissolving entities. Ambit will recognize only one Downline Organization and will issue only one commission check per Ambit business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Consultant Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original Ambit business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Consultant. In either case however, the former spouse or business affiliate shall have no rights to any Consultants in their

former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Consultant.

4.26. Sponsoring

All active Consultants in good standing have the right to sponsor and enroll others into Ambit. Each prospective customer or Consultant has the ultimate right to choose his or her own Sponsor. If two Consultants claim to be the Sponsor of the same new Consultant or customer, the Company shall regard the first application received by the Company as controlling.

4.27. Succession

Upon the death or incapacitation of a Consultant, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Consultant should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever an Ambit business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Consultant's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Consultant Agreement;
- Comply with terms and provisions of the Agreement, and
- Meet all of the qualifications for the deceased or incapacitated Consultant's status.

Bonus and commission checks of an Ambit business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Ambit with an "address of record" to which all bonus and commission checks will be sent.

If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. Ambit will issue all bonus and

commission checks and one 1099 to the business entity.

4.27.1. TRANSFER UPON DEATH OF A CONSULTANT.

In addition to complying with the above provisions of Section 4.27, to effect a testamentary transfer of an Ambit business, the successor must provide the following to Ambit: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the Ambit business; and (3) a completed and executed Consultant Agreement.

4.27.2. TRANSFER UPON INCAPACITATION OF A CONSULTANT.

In addition to complying with the above provisions of Section 4.27, to effectuate a transfer of an Ambit business because of incapacity, the successor must provide the following to Ambit: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Ambit business; and (3) a completed Consultant Agreement executed by the trustee.

4.28. Telemarketing techniques.

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Ambit does not consider Consultants to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

Therefore, Consultants must not engage

in telemarketing in the operation of their Ambit businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of an Ambit product or service, or to recruit them for the Ambit Opportunity. "Cold calls" made to prospective customers or Consultants that promote either Ambit's products or services or the Ambit Opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Consultant (a "prospect") is permissible under the following situations:

- If the Consultant has an established business relationship with the prospect. An "established business relationship" is a relationship between a Consultant and a prospect based on the prospect's purchase, rental or lease of goods or services from the Consultant, or a financial transaction between the prospect and the Consultant, within the 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Consultant, within the three months immediately preceding the date of such a call.
- If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call. The authorization must specify the telephone number(s) that the Consultant is authorized to call.
- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you

engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

- In addition, Consultants shall not use automatic telephone dialing systems relative to the operation of their Ambit businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called using a random or sequential number generator; and (b) to dial such numbers.

4.29: Door-to-door marketing Consultants shall not engage in door-to-door marketing in relation to their Ambit Independent Consultant business.

4.30: Prospective Consultant and customer information

Buying or selling or inducing others to buy or sell customer or prospective customer information is strictly prohibited at all times. Consultants shall not provide any type of incentive for action(s) or proposed action(s) to induce a Consultant or third party to sell any information pertaining to an Ambit Energy customer or prospective customer.

SECTION 5: RESPONSIBILITIES OF CONSULTANT

5.1. Change of Address, Telephone, and E-Mail Addresses

Consultants must report any change of address, email address, or telephone number by calling Consultant Support or by sending written notice to Ambit at the following address:

Ambit Energy
Attention: Consultant Support
1801 North Lamar Street, Suite 200
Dallas, Texas 75202

Written notification of an address change must be signed by all parties when a position is owned by more than one individual (e.g., husband and

wife). When mail is returned to Ambit because Ambit has not been informed of an address change, the Consultant is placed on inactive status.

5.2. Continuing Development Obligations

5.2.1. ONGOING TRAINING. Any Consultant who sponsors another Consultant into Ambit must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Ambit business. Consultants must have ongoing contact and communication with the Consultants in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Consultants to Ambit meetings, training sessions, and other functions. Upline Consultants are also responsible to motivate and train new Consultants in Ambit product knowledge, effective sales techniques, the Ambit Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Consultants must not, however, violate Section 4.2 (regarding the development of Consultant-produced sales aids and advertising materials).

Consultants must monitor the Consultants in their Downline Organizations to ensure that downline Consultants do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Consultant should be able to provide documented evidence to Ambit of his or her ongoing fulfillment of the responsibilities of a Sponsor.

5.2.2. INCREASED TRAINING

RESPONSIBILITIES. As Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Ambit

program. They will be called upon to share this knowledge with lesser experienced Consultants within their organization.

5.2.3. ONGOING SALES

RESPONSIBILITIES. Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.3. Nondisparagement

Ambit wants to provide its Independent Consultants with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticism and comments. All such comments should be submitted in writing to Ambit's Consultant Support Department. Remember, to best serve you, we must hear from you! While Ambit welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Ambit Consultants. For this reason, and to set the proper example for their downline, Consultants must not disparage, demean or make negative remarks about Ambit, other Ambit Consultants, Ambit's products, the Marketing and Compensation plan, or Ambit's directors, officers or employees.

5.4. Providing Documentation to Applicants

Consultants must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Consultants before the applicant signs a Consultant Agreement. Additional copies of Policies and Procedures can be downloaded from Ambit's website.

5.5. Reporting Policy Violations

Consultants observing a Policy violation by another Consultant should submit a

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written report of the violation directly to the attention of the Ambit Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

For questions regarding compliance with Ambit's Policies and Procedures or any applicable laws or to report known or suspected Consultant misconduct, you are encouraged to contact Ambit Energy's Compliance Department by (1) email at compliance@ambitenergy.com or (2) fax at 877-506-2367 or (3) mail to: Ambit Energy, Attention: Compliance, 1801 North Lamar Street, Suite 200, Dallas, Texas 75202.

If you are contacted by either Ambit Energy or a government authority regarding policy violations that you either have knowledge of or that you are alleged to have committed, you agree to fully assist with such investigation.

SECTION 6: SALES REQUIREMENTS

6.1. Product Sales

The Ambit Compensation Plan is based on the sale of Ambit products and services to end consumers. Consultants must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2. Full Cost Disclosure

When enrolling customers, you must provide to them all of the costs involved with the service. This includes all of the following, if applicable: cost per kilowatt-hour or term, monthly service fees, one-time fees, taxes and surcharges, time-of-day or other usage limitations, and other costs. All of this information is available for download in Power Zone.

6.3. No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

6.4. Sales Receipts

All Consultants must provide their retail customers with two copies of an official Ambit sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Consultants must maintain all retail sales receipts for a period of two years and furnish them to Ambit at the Company's request. Remember that customers must receive two copies of the sales receipt. In addition, Consultants must orally inform the buyer of his or her cancellation rights.

SECTION 7: BONUSES AND COMMISSIONS

7.1. Right of Offset

A Consultant is not required to subscribe to any Ambit service in order to become an Ambit Independent Consultant. However, if the Consultant selects Ambit as the Consultant's retail energy provider, billing must be paid when due. If a Consultant becomes 60 days past due in paying any Ambit bill, Ambit may, at Ambit's sole option, deduct the amounts owed by the offending Consultant from his or her commission check and may terminate the Consultant. In addition, Ambit may offset any amount certain owed to Ambit by a Consultant against commissions or other amounts owed to such Consultant by Ambit.

7.2. Waived Qualifications (Vesting)

Waived qualifications or "vesting" means a Consultant is not required to meet weekly and monthly eligibility requirements because the Consultant met one of the following vesting scenarios:

SCENARIO 1: Consultants who have achieved Executive Consultant status, and who have maintained eligibility

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requirements for 6 levels of CRI commissions (20 customer points) for a period of 36 consecutive months after achieving Executive Consultant status, and who have been a Consultant in good standing in excess of 365 days, may become vested upon written request to Ambit, verification of their qualifications, and approval of their request.

SCENARIO 2: Upon attaining the age of 65 years or older, or upon permanent disability demonstrated to the satisfaction of Ambit, a Consultant who has achieved Senior Consultant status, and who has been a Consultant in good standing in excess of 365 days, may become vested upon written request to Ambit, verification of their qualifications, and approval of their request. If a Consultant transfers/sells their position, the buyer must be in good standing in excess of 365 days after the transfer/sale is finalized before applying to become vested.

Vesting shall not entitle a Consultant to commissions or other payments that have been otherwise forfeited under the terms of the Consultant Application and Agreement or these Policies and Procedures.

7.3. Reports

All information provided by Ambit in online or telephonic downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check chargebacks; the information is not guaranteed by Ambit or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED

"AS IS" WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AMBIT AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF AMBIT OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMBIT OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Ambit's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of

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and access to Ambit's online and telephone reporting services and your reliance upon the information.

SECTION 8: ORDER CANCELLATION AND SALES TOOL INVENTORY RE-PURCHASE

8.1. Return of Inventory and Sales Aids by Consultants Upon Cancellation

Upon cancellation of a Consultant's Agreement, the Consultant may return any products and sales aids held in his or her inventory for a refund. Consultants may only return sales aids that he or she personally purchased from Ambit (purchases from other Consultants or third parties are not subject to refund) and which are in Resalable condition. Upon receipt of a Resalable sales aid, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s). Shipping charges incurred by a Consultant when the sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

8.1.1. MONTANA RESIDENTS. A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

SECTION 9: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1. Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Consultant that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Consultant's Ambit business), may result, at Ambit's discretion, in one or more of the following

corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Consultant to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Ambit may withhold from a Consultant all or part of the Consultant's bonuses and commissions during the period that Ambit is investigating any conduct allegedly in violation of the Agreement. If a Consultant's business is cancelled for disciplinary reasons, the Consultant will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Consultant Agreement for one or more pay periods;
- Involuntary termination of the offender's Consultant Agreement;
- Termination and/or suspension of the offending Consultant's Ambit Marketing website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which Ambit deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Consultant's policy violation or contractual breach;
- In situations deemed appropriate by Ambit, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2. Dispute Resolution

9.2.1. MEDIATION. Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator.

The mediator's fees and costs, as well as the costs of holding and conducting the

mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Dallas, Texas, and shall last no more than two business days.

9.2.2. ARBITRATION. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Consultants waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas, Texas. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies & Procedures shall prevent Ambit from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect Ambit's trade secrets and other intellectual

property interests prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.3. Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Dallas County, State of Texas. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the dispute resolutions provisions in Section 9.2, residents of the State of Louisiana shall be entitled to bring an action against Ambit in their home forum and pursuant to Louisiana law.

SECTION 10: INACTIVITY AND CANCELLATION

10.1. Effect of Cancellation

So long as a Consultant remains active and complies with the terms of the Consultant Agreement and these Policies and Procedures, Ambit shall pay commissions to such Consultant in accordance with the Compensation Plan. A Consultant's bonuses and commissions constitute the entire consideration for the Consultant's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Consultant's voluntary or involuntary cancellation of his or her Consultant Agreement (all of these methods are collectively referred to as "cancellation"), the former Consultant shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. A Consultant whose business is cancelled will lose all rights as a Consultant. This includes the right to sell Ambit products and services and the right to receive future commissions, bonuses, or other income resulting from the

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sales and other activities of the Consultant's former downline sales organization. In the event of cancellation, Consultants agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following a Consultant's cancellation of his or her Consultant Agreement, the former Consultant shall not hold himself or herself out as an Ambit Consultant and shall not have the right to sell Ambit products or services. A Consultant whose Consultant Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

10.2. Inactive Status

To remain "active," a Consultant must sponsor a new Consultant or enroll a new energy customer within the preceding four months, or maintain a minimum of 20 pending or energized customer points. If a Consultant does not sponsor a new Consultant or enroll a new energy customer in the preceding four months, or maintain a minimum of 20 pending or energized customer points, the Consultant's Ambit business will be placed into inactive status and no commission will trigger until the position is reactivated by sponsoring a new customer or Consultant. This rule does not apply in the Consultant's first year.

10.3. Involuntary Cancellation

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by Ambit in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Consultant Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered by an

express courier to the Consultant's last known address (or fax number), or to his/her attorney, or when the Consultant receives actual notice of cancellation, whichever occurs first.

10.4. Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, which is:

Ambit Energy
Attention: Consultant Cancellation
1801 North Lamar Street, Suite 200
Dallas, Texas 75202

The written notice must include the Consultant's signature, printed name, address, and Consultant I.D. number. If a Consultant is also a customer of Ambit Energy, Ambit will continue to provide energy services to the customer, and invoice the customer for such services, unless he or she also specifically requests that his or her energy services also be cancelled.

SECTION 11: DEFINITIONS

Active Consultant: A Consultant who has sponsored a new Consultant or enrolled a new energy customer in the preceding four months.

Active Rank: The term "active rank" refers to the current rank of a Consultant, as determined by the Ambit Compensation Plan, for any month. To be considered "active" relative to a particular rank, a Consultant must meet the criteria set forth in the Ambit Compensation Plan for his or her respective rank.

Agreement: The contract between the Company and each Consultant includes the Consultant Application and Agreement, the Ambit Policies and Procedures, and the Ambit Compensation Plan, all in their current form and as amended by Ambit in

its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel: The termination of a Consultant's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Customer: The term "customer" means current, past and prospective Ambit Energy customers.

Genealogy Report: A monthly report generated by Ambit that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant's Marketing Organization. This report contains confidential and trade secret information which is proprietary to Ambit.

Official Ambit Material: Literature, audio or video tapes or disks, and other materials developed, printed, published and distributed by Ambit to Consultants.

Resalable. Sales aids shall be deemed "resalable" if each of the following elements is satisfied:

(1) they are unopened and unused; **(2)** packaging and labeling has not been altered or damaged; **(3)** they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; **(4)** it is returned to Ambit within one year from the date of purchase; **(5)** the product contains current Ambit labeling. Any sales aids that are clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resaleable.

Retail Customer: An individual who purchases Ambit services from a Consultant but who is not a participant in the Ambit compensation plan.

Upline: This term refers to the Consultant or Consultants above a particular Consultant in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Consultant to the Company.